
ST. MARY’S COUNTY PUBLIC SCHOOLS (SMCPS)

INVITATION TO BID (ITB)

BID TITLE: DEPARTMENT OF MAINTENANCE – FLOORING ASBESTOS
ABATEMENT AT GREENVIEW KNOLLS AND TOWN CREEK
ELEMENTARY SCHOOLS

BID NUMBER: SMCPS-2022-M-ACM

DEADLINE FOR QUESTIONS: MAY 13, 2022 AT 1:00 PM LOCAL TIME

CONTRACT PERIOD: ALL WORK TO BE STARTED AFTER JUNE 20, 2022 AND
COMPLETED BY JUNE 30, 2022

BID OPENING DATE: MAY 20, 2022

TIME OF BID OPENING: 1:00 P.M. LOCAL TIME

PLACE OF BID OPENING: ****THIS BID OPENING WILL TAKE PLACE REMOTELY.
BIDDERS MAY OBSERVE THE OPENING OF BIDS ONLINE
BY LOGGING IN TO A VIRTUAL MEETING HOSTED BY
SMCPS AT THE TIME AND DATE OF THE BID OPENING.
FOR DETAILS, PLEASE SEE SECTION II, INFORMATION FOR
BIDDERS.****

BID MAILING ADDRESS: ****ALL BIDS MUST BE SUBMITTED ELECTRONICALLY
USING THE EMARYLAND MARKETPLACE ADVANTAGE
WEBSITE. PLEASE SEE SECTION II, “INFORMATION FOR
BIDDERS”.**

PROCUREMENT COORDINATOR: BRYNN COSNER

EMAIL ADDRESS: btcosner@smcps.org

WEBSITE: procurement.maryland.gov

If SMCPS offices are closed on the day a bid is “DUE”, the bid will be due at the same time the next day that the SMCPS offices are opened.

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Attached as separate reference documents:

Appendix A – Specifications for General Asbestos Removal
Appendix B – Limited Asbestos Survey Report, Greenview Knolls Elementary, 12/4/2020
Appendix C – Limited Hazardous Materials Survey Report, Greenview Knolls Elementary, 7/13/2010
Appendix D – Pre-Renovation Limited Asbestos Survey Report, incl. Town Creek Elementary, 4/20/2022
Appendix E – Certificates of Analysis, Town Creek Elementary, 1988
Exhibit 1 – Map of Abatement Areas, Greenview Knolls Elementary
Exhibit 2 - Map of Abatement Areas, Town Creek Elementary

I. Introduction

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to perform flooring asbestos abatement at Greenview Knolls Elementary School (45711 Military Lane, Great Mills MD 20634) and Town Creek Elementary School (45805 Dent Drive, Lexington Park MD 20653). All work must be started after June 20, 2022 and completed by June 30, 2022.

II. Information for Bidders

A. ELECTRONIC BID SUBMISSION REQUIRED

All bids **must** be submitted electronically using the eMaryland Marketplace Advantage (eMMA) website. **There is no exception.** Bids submitted in any other manner (mail, email, etc.) will not be considered. In order to submit a bid, vendors must register on the eMaryland Marketplace Advantage website. After registering, vendors may then upload their bid response documents (in Word, PDF, etc.).

The following information is provided by eMaryland Marketplace to assist bidders:

Tutorials:

[Vendor Training and Support](#)

Quick Reference Guides:

[eMMA Quick Reference Guides](#)

eMMA Help Desk: emma.helpdesk@maryland.gov

All bids must be submitted electronically using the eMaryland Marketplace website on or before the bid opening date and time, which is **May 20, 2022 at 1:00 p.m. local time**. Contractors shall assume full responsibility for timely delivery of the bid response to the location designated for receipt of bids. Bids received after the time and date will be considered unresponsive.

If SMCPS offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPS offices are opened.

B. ALTERNATIVE TO PUBLIC BID OPENING

All SMCPS offices are currently closed to the public. As a result, a public bid opening will not take place as planned. A Zoom meeting has been scheduled for the bid due date and time (**May 20 2022 at 1:00 p.m. local time**). SMCPS will access the sealed bids at this time and will read the bids aloud as part of the Zoom meeting. Vendors are invited to join this meeting (via video or conference call) if they wish to hear the bids read aloud. Details can be found below; if you would like to receive a calendar invitation please contact btcosner@smcps.org. Participation in this Zoom meeting is **optional**.

Brynn Cosner is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://smcps.zoom.us/j/92515782579?pwd=Q1J3THlNUE1ZcHRjeWxsTElDSHdCUT09>

Meeting ID: 925 1578 2579

Passcode: 687194

One tap mobile

+13017158592,,92515782579#,,,*687194# US (Washington DC)

+16468769923,,92515782579#,,,*687194# US (New York)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 646 876 9923 US (New York)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 925 1578 2579

Passcode: 687194

Find your local number: <https://smcps.zoom.us/j/92515782579?pwd=Q1J3THlNUE1ZcHRjeWxsTElDSHdCUT09>

C. FORMATION OF THE CONTRACT

It is the intent of SMCPs that should this bid be accepted and awarded, the Contract will consist of the bid solicitation documents, any addenda/amendments, and the bidder's response to the bid solicitation, addendum/amendment documents, SMCPs written notice of award and subsequent purchase orders. All work must be started after June 20, 2022 and completed by June 30, 2022. SMCPs reserves the right to cancel the contract, at its discretion, for any reason.

SMCPs reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPs. SMCPs reserves the right to make multiple awards. Contract awards are subject to the availability of funding.

Minority Business Enterprises are encouraged to respond to this solicitation notice.

A site visit is required and are scheduled for two days within the same week; Tuesday, May 10, 2022 at 9:00 a.m. and Thursday, May 12, 2022 at 12:00 p.m. (only one day is required); please contact the Department of Maintenance at 301-475-4256, option 1 or mburroughs@smcps.org for scheduling at least 24 hours in advance.

III. Inquiries/Communication

Prospective bidders may request that SMCPs clarify information contained in this bid. All such requests must be made in writing to Brynn Cosner, Procurement Coordinator. SMCPs will not respond to any requests for clarification received after **May 13, 2022 at 1:00 p.m. local time**. Questions may be sent via email to btcosner@smcps.org. An addendum will be issued if necessary to answer all questions. The addendum will be posted on procurement.maryland.gov under the applicable bid number and will be available at the SMCPs Purchasing Office.

IV. General Terms and Conditions

A. DISPUTES

The resulting Contract award from this ITB shall be subject to the provisions of Title 15, Subtitle 2 or the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of SMCPs.

B. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such a bid or resulting contract shall be filed in the appropriate State Court of competent jurisdiction located in St. Mary's County.

C. TERMINATION

a. DEFAULT

SMCPs may, by written notice of default to the contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

b. CONVENIENCE

SMCPs may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of SMCPs, for any reason. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the contractor shall at the option of SMCPs, become the property of SMCPs. SMCPs shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall submit to the Purchasing Office his Termination Claim.

D. FORCE MAJEURE

The Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this ITB/Contract arises from causes beyond the control and without the fault of negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities.

E. ASSIGNMENT

The ITB/Contract shall not be assigned, sublet or transferred, in whole or in part, by operations of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated, no written consent to an assignment shall operate to release or discharge the assignor from any duty or responsibility under the ITB/Contract.

F. BID PROTEST PROCEDURES

A Contractor may protest an award. The protest shall be filed with the Purchasing Office by submitting a protest in writing to Brynn Cosner, Procurement Coordinator, by mail at 23160 Moakley Street, Suite 107, Leonardtown, Maryland 20650. The protest must be received by the close of business on the seventh (7th) business day after the award. Protests shall include the ITB number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

G. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, losses, damages, expenses, including attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the supply, delivery or installation of any products or materials by Contractor under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Contractor or any of the Contractor's employees, agents, officials or volunteers or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

H. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes

and employee benefits, and that it shall not become so in arrears during the term of this contract;

- c. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

I. MARYLAND SEX OFFENDER LAW

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states that “[a] person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant.” Section 11-722(d) provides that “a person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed by the Contractor, then the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any type of services on any Board property. Violation of this provision may result in Termination for Cause.

It shall be the responsibility of all Contractors submitting a bid or offer to SMCPs to comply with this provision. If a Contractor is found to have violated this provision subsequent to an award by SMCPs, the Contract may be immediately terminated at SMCPs’ sole option, and that Contractor may be liable to SMCPs for all re-procurement cost and may be debarred from bidding future SMCPs requirements.

J. CHILD SEXUAL ABUSE/SEXUAL MISCONDUCT EMPLOYMENT HISTORY REVIEW

If the Contractor’s employees will have “direct contact with minors” while providing the services called for under this Contract, Contractor acknowledges that it is a “contracting agency” for purposes of, and hereby certifies that it will fully comply with Section 6-113.2 of the Education Article of the Maryland Annotated Code (SB 541/HB 486-2019 Legislative Session), including, but not limited to the following requirements:

- Contractor shall conduct the required child sexual abuse/sexual misconduct employment history review, either at the time any employee is initially hired by the Contractor, or before they are assigned to work at SMCPs.
- Contractor shall maintain a record of the employment history review for any employee who is assigned to work at SMCPs.
- Contractor shall provide access to the record of the employment history review for any employee who is assigned to work at SMCPs upon request by SMCPs.
- If the Contractor receives any affirmative child sexual abuse/sexual misconduct-related responses from any employee’s current or former employers, the Contractor shall obtain SMCPs’ approval before assigning the employee to work at SMCPs; and

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- Contractor may not assign any employee to work at SMCPs if SMCPs objects after receiving the foregoing notice.

As defined in Section 6-113.2 of the Education Article, "direct contact with minors" means the possibility of care, supervision, guidance or control of a minor or routine interaction with a minor.

K. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

SMCPs is in compliance with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR part 60). The successful Contractor must also be in compliance with the Order as amended and supplemented.

SMCPs does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in its programs, activities or employment practices. **All Contractors shall affirm that they do not discriminate with regard to individual political affiliation, religious beliefs, race, creed, national origin, sex, age or handicap in employment practices by so stating in the response to the bid.**

L. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

Maryland State Law requires SMCPs to publish notices of procurements and procurement awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals and noncompetitive negotiations, and to procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Vendors are encouraged to register as a Vendor with eMMA at www.procurement.maryland.gov. The awarded Vendors must be registered with eMMA following notice of award. If you require assistance, contact the help desk at eMMA.helpdesk@maryland.gov.

M. MINORITY BUSINESS ENTERPRISES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. Contractors who provide material, supplies, equipment and/or services under this Contract are encouraged to subcontract with Minority Business Enterprises.

N. PREPARATION AND SUBMISSION OF BIDS

Responsive bids shall be made in the formats set forth in this bid document and on the Contractor's Statement of Experience (Attachment 1) Bid Submission Signature Form (Attachment 2), Business Relationship Affidavit (Attachment 3a and 3b), Specifications, Pricing and Delivery Information Sheet (Attachment 4), References (Attachment 5), and Addenda, with all required supplementary documentation. All forms must be complete and submitted in ink or typed. **Faxed bids and electronic bids will not be accepted.** The Contractor must initial any erasures or alterations in ink. Spaces left blank on Attachment 4 shall be deemed by SMCPs, in its sole discretion, to be not applicable or "no bid". Contractors must submit one original and one copy of their bid signed by a person with authority to bind the Firm. Bids shall not be withdrawn or altered for a period of ninety (90) days after the bid opening date.

O. ADDENDA TO THE ITB

If it becomes necessary to revise any part of the ITB, addenda will be issued. All bidders shall be responsible for acquiring addenda by contacting the SMCPS Purchasing Office or by downloading the addendum from procurement.maryland.gov. All addenda shall become a part of the Contract. Each bidder must acknowledge receipt of addenda. Acknowledgement shall consist of returning a signed copy of all addenda cover sheets as part of the bid submission by the stated date and time. All addenda responses must be received by the bid opening date.

P. BASIS OF PRICING

The prices offered for this project shall include all labor, supplies, materials, equipment, disposal and parts required to complete the installation in accordance with the specifications in Section VI and as listed on the "Specifications, Pricing and Delivery Information Sheet" (Attachment 4).

The prices must include any and all costs necessary to implement terms and conditions of the contract. No Contractor will be allowed to offer more than one price for each item or service even though the Contractor may feel that they have two or more choices that meet specifications. Contractors must determine for themselves which to offer. If the Contractor should submit more than one price on any item or service, all prices for that item or service will be rejected. Prices quoted shall not include Federal Excise or State Sales and Use Taxes, or any other taxes from which SMCPS is exempt. Exemption certificates will be furnished upon request.

Q. CANCELLATION OR REJECTION OF BIDS, AND WAIVER OF NONCONFORMITIES

SMCPS reserves the right, in the exercise of its sole discretion, to cancel this bid or reject all bids. SMCPS will notify all interested Contractors in writing in the event of such cancellation or rejection. SMCPS also reserves the right to waive any minor irregularity or nonconformity of any bid response to this ITB.

R. MODIFICATIONS/WITHDRAWAL OF BIDS

A Contractor may modify or withdraw a bid at any time prior to the bids due date and time. All modifications or withdrawals must be in writing, and must be executed by a person with authority to bind the Contractor.

S. DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Procurement Coordinator shall determine whether Contractors have met the mandatory requirements of this bid. The Procurement Coordinator has the sole authority to determine whether any deviation from the requirements of this bid is material in nature, and the Procurement Coordinator may reject non-conforming bids. In addition, the Procurement Coordinator may reject in whole or in part any and all bids and waive minor irregularities and may negotiate with all responsible Contractors in any manner deemed necessary to serve the best interests of the SMCPS.

T. MATERIALS SUBMITTED IN RESPONSE TO THIS BID

Any/all materials submitted in response to this ITB become the property of SMCPs. Any information considered to be proprietary or confidential should be so marked.

U. EXCEPTIONS

It shall be the responsibility of the Contractor to include with their bid a list and clarification of any deviations or qualifications from conditions and specifications. The list must be attached to the Bid Submission Signature Form (Attachment 1).

V. NO BID

If the Contractor elects to "No Bid" this ITB, a no bid should be filed with the SMCPs Purchasing Office (see form provided, Attachment 7).

W. EVALUATION OF BIDS

Bids will be evaluated based on a complete response, **which shall include acknowledgement of all Addenda** (if any issued); and all required attachments:

- Contractor's Statement of Experience (Attachment 1)
- Bid Submission Form (Attachment 2);
- Business Relationship Affidavit, and Certification of Compliance with Maryland Sex Offender Law including Contractors Response Form (Attachment 3A and 3B);
- Specifications, Pricing and Delivery Information Sheet (Attachment 4);
- Professional References (Attachment 5); and
- Minority Business Enterprise Utilization Affidavit (Attachment 6)

X. AWARD OR REJECTION OF BIDS

Award will be made to the **lowest responsive and responsible** bidder complying with all terms and conditions contained herein. SMCPs reserves the right to award the requirements of this bid in total or in part as is determines to be in the best interest of SMCPs. SMCPs reserves the right to make multiple awards.

SMCPs reserves the right to reject the bid of a Contractor who has, in the opinion of SMCPs, previously failed to perform properly on contracts of a similar nature, or the bid of a Contractor whom investigation shows is not in a position to fulfill the awarded contract.

Y. TIE BIDS

In the event of tie bids, where all other factors such as past performance on purchases/Contracts or Contractor service and delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the St. Mary's County based Minority and/or Small Business Contractor, the St. Mary's County based Contractor, the out-of-county but Maryland based Minority and/or Small Business Contractor, the out of county but Maryland based business, the out-of-state based Minority and/or Small Business Contractor and the out-of-state based Contractor in that order of preference. In the event a tie bid still exists, the Procurement Coordinator or their

designee shall conduct a coin toss for selection of the potential Award Bidder(s) or see a geographical, proportional or divided award of Contract whichever is in the best interest of the school system.

Z. CHANGES

Change Orders: SMCPs may order changes in the contract consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the contract shall be authorized only by written Change Order issued by SMCPs. The contract sum and the time for performance shall be changed only by Change Order signed by SMCPs.

Ordering Option: When an ITB specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the contract sum by Change Order.

AA. RIDER CLAUSE

Contractor is advised that in the awarded contract may be extended, with the authorization of the Contractor, to all State, county, local agencies, colleges and school districts in the State of Maryland. The Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing and payment. SMCPs assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your bid response.

BB. ERRORS IN BIDS/INTERPRETATION

Contractors or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the Contractor's own risk. Should any Contractor be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Procurement Coordinator. All bidders will then be notified, in writing, of clarification or additional information by means of addenda. If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Procurement Coordinator and/or the Board. Requests for withdrawal can be denied, unless the bidder proves to the satisfaction of the Procurement Coordinator and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the Contractor's business. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Contractor. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

V. Insurance Requirements

1 – GENERAL INSURANCE REQUIREMENTS

1.1 - The Contractor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of St. Mary's County Public Schools (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at SMCPs' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the SMCPs Purchasing Office throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The Contractor shall furnish Subcontractors' certificates of insurance to the SMCPs Purchasing Office immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to the Board.

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the SMCPs Purchasing Office for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 - Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.

1.10 - If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2 – CONTRACTOR'S LIABILITY INSURANCE

2.1 - The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	2,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by SMCPs under this Contract; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

-
- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
 - ii. Automobile contractual liability.

2.1.3 - If the Contractor has any employees, workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers' liability insurance or its equivalent with minimum limits of:

\$	500,000	each accident for bodily injury by accident;
\$	500,000	each employee for bodily injury by disease; and
\$	500,000	policy limit for bodily injury by disease.

2.1.4 - If the Contractor is an individual or sole proprietor operating without workers' compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

2.1.6 - The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability caused, in whole or in part, by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf. The following wording must be incorporated into the Contractor's insurance policy certificate:

"The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds with respect to liability arising out of the supply, delivery or installation of any products or materials or other services provided by the Named Insured under Contract ITB #SMCPS-2022-M-ACM."

2.1.7 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.8 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by SMCPs under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3 – CONTRACTOR'S PROPERTY INSURANCE

Note: The following is **not** required if ownership of the property transfers to SMCPs when products or materials are delivered to the Board or are otherwise placed in the Board's care, custody or control.

3.1 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract

when caused by the dishonest acts of the Contractor's (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4 - WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of St. Mary's County and its elected and appointed officials, officers, volunteers, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or Installation of any products or materials provided by Contractor under this Contract. The Contractor shall advise its insurers of the foregoing.

5 - ACKNOWLEDGMENT OF CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD'S WORKERS' COMPENSATION COVERAGE

Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf on the Board and that the Board's workers' compensation insurance, group self-insurance coverage or individual self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the Board.

6 - DAMAGE TO PROPERTY OF THE CONTRACTOR AND ITS INVITEES

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

VI. **Specifications**

A. GENERAL INFORMATION

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to perform abatement of flooring materials containing asbestos at Greenview Knolls Elementary School (45711 Military Lane, Great Mills MD 20634) and Town Creek Elementary School (45805 Dent Drive, Lexington Park MD 20653), as described in

Section IV, "Specifications" and Appendix A (attached as a separate document). The resulting work will start after June 20, 2022 and be completed by June 30, 2022. Scheduling of work will be coordinated and approved by the Department of Maintenance at SMCPs.

A site visit is required and are scheduled for two days within the same week; Tuesday, May 10, 2022 at 9:00 a.m. and Thursday, May 12, 2022 at 12:00 p.m. (only one day is required); please contact the Department of Maintenance at 301-475-4256, option 1 or mburroughs@smcps.org for scheduling at least 24 hours in advance.

The intent of these specifications is to provide complete information for all services required by Contractor if awarded a Contract for this bid opportunity. The Contractor shall identify any omissions, errors, conflicts, or discrepancies in the specifications and the Contractor shall immediately notify the SMCPs Procurement Coordinator in writing. Failure to provide such information may be cause for rejection from further consideration.

All Contractors shall comply with applicable Federal, State, and County Laws and Regulations. Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

SMCPs reserves the right to reject any or all bids and to award to other than the low bidder if deemed in the best interest of SMCPs.

Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

B. GENERAL REQUIREMENTS

1. Daily Sign-In

Vendor shall ensure that all employees report to the main office in school buildings daily to sign-in and sign-out while work is being performed.

2. Permits

The Contractor/subcontractor(s) shall ensure that the necessary permits in connection with their various trades are obtained and paid for by the proper time, including all fees for permits, and for certificates of inspection.

3. Clean-Up

The Contractor shall keep all its work areas clean by the daily removal of accumulated waste materials and other debris caused by its operations. Upon completion of its work, the Contractor shall remove all

tools, equipment, rigging and surplus materials from the premises and shall leave the job and surrounding area “broom clean” before all work under the Contract shall be considered complete. The finished project shall be clean and ready for use, subject to approval and acceptance by SMCPs.

C. GENERAL REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

Please see Appendix A (attached as a separate document) for specifications related to the removal and disposal of asbestos-containing materials.

D. SURVEYS AND MAPS

Attached as separate documents are the following supporting surveys and maps:

- Appendix B – Limited Asbestos Survey Report, Greenview Knolls Elementary, 12/4/2020
- Appendix C – Limited Hazardous Materials Survey Report, Greenview Knolls Elementary, 7/13/2010
- Appendix D – Pre-Renovation Limited Asbestos Survey Report, incl. Town Creek Elementary, 4/20/2022
- Appendix E – Certificates of Analysis, Town Creek Elementary, 1988
- Exhibit 1 – Map of Abatement Areas, Greenview Knolls Elementary
- Exhibit 2 - Map of Abatement Areas, Town Creek Elementary

E. GENERAL RESPONSIBILITIES OF CONTRACTOR

The Contractor shall provide all equipment/tools, materials, and laborers necessary to fully execute work specified in this contract. The contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall remove all debris resulting from its operations. Contractor shall notify SMCPs prior to commencing work.

F. CONTRACTOR’S PERFORMANCE

1. The Contractor shall be responsible for complying with all applicable laws and regulations of authorities having jurisdiction while meeting project specifications and requirements.
2. The Contractor shall supervise, direct and be solely responsible for the work.
3. The Contractor shall be responsible to SMCPs for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work.
4. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents, and shall not unreasonably encumber the site with any materials or equipment.
5. The Contractor shall perform all work in a workmanlike manner and in accordance with the requirements of the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory performance and completion of the project in full compliance with the requirements of the contract documents.

G. SUBCONTRACTORS

A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the Work at a SMCPs site.

Within ten (10) days after the Notice of Award, the Contractor shall submit to SMCPs the names of those Subcontractors the Contractor proposes to use, for acceptance by SMCPs. SMCPs reserves the right to accept or reject the use of any Subcontractor. The Contractor shall not employ any Subcontractor to whom SMCPs may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Vendor, by these Documents, assumes towards SMCPs, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

Contractor shall provide, upon request, a copy of all contracts executed between the Contractor and his Subcontractors/ Suppliers.

H. STANDARDS OF QUALITY – “OR EQUAL” INTERPRETATION

Manufacturer’s names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item. It is the bidder’s responsibility to submit brand literature and/or samples to demonstrate the equivalency of the product offered.

Wherever the specifications indicate a product of a particular manufacturer, model or brand, and in the absence of any statement to the contrary by the Vendor, the bid shall be interpreted as being for the exact manufacturer, model, or brand specified, together with all accessories, qualities, etc., enumerated in the detailed specifications; therefore, the bidder shall furnish the item as specified.

In some cases, several items listed may be specified in a similar manner except for type construction, details, etc. SMCPs reserves the right to accept alternative bids for items that, in their opinion, offers the best feature of construction, quality, durability, performance, and economy.

I. ACCEPTANCE

All goods and services delivered under this ITB shall be subject to final inspection, test, and acceptance by SMCPs prior to any payment.

J. ACCEPTANCE OF DEFECTIVE OR NON CONFORMING PRODUCTS

SMCPs reserves the right to accept any defective product or service not in compliance with the specifications, provided, however, that in such event the price shall be reduced by an appropriate and

equitable amount to account for such defect or non-compliance. Such adjustment shall be effected whether or not payment has been made.

K. REJECTION

SMCPS shall give notice of rejection of products or services delivered under this ITB within a reasonable time after receipt or acceptance of said items. Acceptance by SMCPS shall not waive any right SMCPS might otherwise have at law or by express reservation in this ITB with respect to any nonconformity.

L. WARRANTY

Please refer to Appendix A, "Specifications" for warranty requirements.

M. CONTRACTOR'S INVOICE

The contractor shall submit an original and one (1) copy of their invoice upon completion to:

St. Mary's County Public Schools
Department of Maintenance
23160 Moakley Street
Leonardtown, MD 20650

Invoices shall contain the minimum information as follows:

- a. Name of Contractor
- b. Contract Number
- c. Purchase Order Number
- d. Invoice Number
- e. Invoice Date
- f. Description of Work, including the site location(s)
- g. Item(s) Numbers
- h. Itemized material list, including quantity, rate, and handling fee
- i. Itemized labor, including hours and rate
- j. Total amount due

Invoices not containing the information above will be considered incomplete and possibly returned to the contractor for completion before payment is made.

Materials provided by the Contractor: During the course of the contract, the contractor may be requested to provide additional materials necessary for completion of tasks being performed. The contractor will be reimbursed by St. Mary's County Public Schools their cost of materials used.

Handling Fee: The handling fee will be added to the net cost for additional materials purchased and used by the contractor when submitted with receipt.

BID SUBMISSION CHECKLIST

ITB # SMCPS-2022-M-ACM

Department of Maintenance

Flooring Asbestos Abatement – Greenview Knolls and Town Creek Elementary Schools

Before you seal your bid, please make sure you have included the following items:

_____ **Attachment 1 – Contractor Statement of Experience**

_____ **Attachment 2 – Bid Submission Form**

- Are there any deviations to this bid? If so, you must attach information to Attachment 2.
- Make sure you have completed all information and it is legible.

_____ **Attachment 3A and 3B – Business Relationship Affidavit and Certification of Compliance with Maryland Sex Offender Law including Contractor Response Form**

- Make sure you have completed all information and it is legible.
- Make sure the forms are signed by person duly authorized to represent the firm.

_____ **Attachment 4 – Specifications, Pricing and Delivery Information Sheet**

- Insert unit prices and extended prices.
- Do not make changes to the bid form.
- Make sure you have an authorized signature, title, and date.

_____ **Attachment 5 – References**

- Complete the form (even if you have been doing business with SMCPS for years—this form is required).
- Make sure the references you give are for similar products/services that are in the bid you are responding to.
- Verify your contact names and telephone numbers before you submit the form.

_____ **Attachment 6 – Minority Business Enterprise Utilization Affidavit**

_____ **Attachment 7 - No Bid Form (as applicable)**

_____ **Attachment 8 – W-9**

_____ **Addenda if any issued. Must sign and return Acknowledgement of Receipt.**

Other:

CONTRACTOR'S STATEMENT OF EXPERIENCE

Department of Maintenance – Flooring Asbestos Abatement at Greenview Knolls and Town Creek Elementary Schools

Each prospective bidder must submit this Contractor's Statement of Experience with all portions completed, including any required attachments.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this declaration was executed in _____ County, _____, on _____.

(Name and Title) printed or typed

(Signature)

(Firm Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

Each prospective bidder must answer all of the following questions and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive with respect to this procurement at the sole discretion of St. Mary's County Public Schools. All information submitted for qualification evaluation will be considered official information acquired in confidence, and St. Mary's County Public Schools will maintain its confidentiality to the extent permitted by law. Any prospective bidder found to be not qualified as a result of the bidder's answers to this Contractor's Statement of Experience will receive written response with St. Mary's County Public Schools' decision. Prospective bidders found to be not qualified will be deemed "not responsible" and their bids will be ineligible. The decision of the Department of Maintenance is final as to a determination of responsibility. The determination of responsibility pertains solely to this procurement, **SMCPS-2022-M-ACM**.

1. License

What license or licenses does your firm hold in the State of Maryland?

Name of license holder exactly as on file:

License classification: _____

License code: _____

License number: _____

Date issued: _____

Expiration date: _____

Has your firm's license ever been suspended or revoked? YES ____ NO ____

2. Experience with Asbestos Flooring Abatement

- a. Has your firm been in continuous operation for the last five years in the field of flooring abatement of asbestos?

YES ____ NO ____

- b. Provide the following information **two** projects. The projects must demonstrate the experience of working in a school environment as a contractor performing similar duties and tasks as described in the specification/scope of work.

Project No. 1:

1. Project name and location: _____

2. Describe the project:

3. Name and telephone number of contact:

4. Date contract was completed: _____

5. Contract amount: \$ _____

6. Contract time: _____ days

7. Percentage of work subcontracted: _____%

Project No. 2:

1. Project name and location: _____

2. Describe the project:

3. Name and telephone number of contact:

4. Date contract was completed: _____

5. Contract amount: \$ _____

6. Contract time: _____ days

7. Percentage of work subcontracted: _____%

3. Surety and Insurance Information

- a. Is your firm able to obtain performance and payments bonds up to a contract amount of \$250,000 from a Surety registered in Maryland?

YES ____ NO ____

If yes, please provide name, address, and telephone number of Surety office:

- b. Provide the following insurance information:

Amount of General Liability: Bodily Injury \$ _____

Property Damage: \$ _____

Provide Name, Contact, and Telephone Number of Insurance Agency:

4. Claims History

- a. Provide the following information on successful claims by an Owner against your firm or by your firm against an Owner since **January 1, 2014**. Include claims resolved by arbitration, or litigation. (Provide a sheet for each claim.)

1. Project name and location:

2. Name and telephone number of owner:

3. Contract amount: \$ _____

4. Contract time: _____ days

5. Nature of claim: _____

6. Amount of claim in money and time: \$ _____, _____ days

7. Final resolution of claim for your firm: \$ _____, _____ days

8. Final resolution of claim against your firm: \$ _____, _____ days

5. Disqualification

- a. Has your firm ever been formally barred from performing work for the State of Maryland, a county agency in Maryland, or a school system in Maryland?

YES ____ NO ____

If yes, provide the following information for each such action:

1. Facility: _____

2. Project name: _____

3. Date of disqualification: _____

4. Duration of disqualification: _____

5. Reason for disqualification: _____

The following space is provided for further explanations of the answers to any questions asked in this Contractor's Statement of Experience.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BID SUBMISSION FORM

SIGNATURE PAGE

I/we understand that St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all proposals and to award to other than the low Contractor if deemed in the best interest of the SMCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe.

In addition, that no member of the Board of Education of St. Mary's County, Administrative or Supervisory personnel or other employees of SMCPS has any interest in the bidding company except as follows:

Are there any deviations to this bid? _____ (Yes or No). If yes, please attach to this page.

Name of Firm _____

Address _____

Telephone No. _____

Fax No. _____

Email Address _____

Signature _____

Name _____

Title _____

BUSINESS RELATIONSHIP AFFIDAVIT

CONTRACTOR MUST COMPLETE AND SIGN THIS DOCUMENT AND RETURN TO THE SMCPS IN THE SAME SEALED ENVELOPE CONTAINING THE ITBFORM AND OTHER PERTINENT ITB INFORMATION

I HEREBY CERTIFY THAT I am (Title)_____

and the duly authorized representative of the firm

whose address

is_____

and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB/RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB/RFP price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid/RFP or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

Date

Signature

Printed or Typed Name

CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE
WITH MARYLAND SEX OFFENDER LAW

[_____] , hereby certifies as follows:
Name of Contractor

[_____] has complied, and will continue to comply with § 6-113 of the Education Law Article, which provides that a contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of a crime involving:

- (1) An offense under § 3–307 or § 3–308 of the Criminal Law Article, or an offense under the laws of another state that would constitute a violation of § 3–307 or § 3–308 of the Criminal Law Article if committed in the State;
- (2) Child sexual abuse under § 3–602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3–602 of the Criminal Law Article if committed in this State; or
- (3) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in this State.

Contractor/Subcontractor's Certification of Compliance
With Maryland Criminal History Records Check Requirement

[_____] , hereby certifies as follows:

[_____] has complied, and will continue to comply with § 5-561 of the Family Law Article of the Maryland Code, which provides that a contractor or subcontractor shall require an employee that will have direct, unsupervised, and uncontrolled access to children in a public school to obtain a criminal history records check.

Certification

The undersigned Contractor hereby certifies to the St. Mary's County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Contractor): _____
(Print or type name)

Name of Authorized Representative: _____
(Print or type name)

Signature of Authorized Representative: _____

CONTRACTOR RESPONSE FORM

Contractor shall attach to this page a complete and accurate list of the individuals it may directly employ, or who have been subcontracted, **who will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS) is attached.** In addition, the contractor shall check the statements below that apply and return this documentation with a responsive proposal:

- ☐ No individuals, employees or subcontractors **will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS)**
- ☐ These individuals named on the attached list **have or will have undergone a criminal background check, including fingerprinting within the last 12 months.**
- ☐ Upon notice of award, the successful contractor shall be required to register all employees including subcontractors who perform work for St. Mary's County Public Schools, using the St. Mary's County Public Schools, Department of Safety and Security Cognito Forms.

SIGNATURE: _____ DATE: _____

COMPANY NAME: _____

Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its workforce to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere, to certain sexual offenses, child sexual abuse offenses, and crimes of violence.

SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET**ITB # SMCPS-2022-M-ACM****Department of Maintenance – Flooring Abatement at Greenview Knolls and Town Creek Elementary Schools**

PURPOSE: The Board of Education of St. Mary’s County on behalf of St. Mary’s County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to perform flooring abatement at Greenview Knolls Elementary School located at 45711 Military Lane, Great Mills MD 20634 and Town Creek Elementary School located at 45805 Dent Drive, Lexington Park MD 20653. SMCPS reserves the right to award the requirements of this bid in total or in part as is determined to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. All work must be started after June 20, 2022 and completed by June 30, 2022.

NOTES: Contractor shall perform services as detailed in Section VI “Specifications”. The pricing offered below shall include all labor, supplies, materials, equipment, disposal, and parts required to perform these services in accordance with the specifications.

ACM Flooring Abatement

<u>Item Number</u>	<u>Description</u>	<u>Lump Sum Bid</u>
1	Perform the work described in the attached specifications and Appendices A, B, C and Exhibit 1 at Greenview Knolls Elementary School (GKES)	

<u>Item Number</u>	<u>Description</u>	<u>Lump Sum Bid</u>
2	Perform the work described in the attached specifications and Appendices A, D, E and Exhibit 2 at Town Creek Elementary School (TCES)	

****Pricing sheet continues on next page****

Additional Work:

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and specifications must have the prior written approval of SMCPs to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPs as satisfactorily completed.

Billing rates for additional work:

Technician Regular Time \$_____/hour

Technician Overtime \$_____/hour

Technician Helper Regular Time \$_____/hour

Technician Helper Overtime \$_____/hour

Mark-up % for additional materials required: _____%

Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

AUTHORIZED SIGNATURE, TITLE AND DATE

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

REFERENCES

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

Name of Bidder _____ Bid Title: **Department of Maintenance – Flooring Abatement at
Greenview Knolls and Town Creek Elementary Schools**

Date: _____ Bid No. **SMCPS-2022-M-ACM**

Please respond to the questions as follows:

Check One
Yes No

1. Minority Business Enterprise? _____
2. If the response to Question 1 is “No”, have Minority
Business Enterprises provided any services or supplied
Any items associated with your response to this ITB? _____

Note: If the response to Question 2 is “Yes”, please proceed with completing the balance of the form. If the response to Question 2 is “No”, do not complete the balance of the form other than signature and title.

<u>Name and Address of Minority Business Enterprise</u>	<u>Type of Service or Materials/Supplies</u>	<u>Agreed Price</u>	<u>Percent of Total Bid</u>

Total Bid \$ _____

Total Minority Business Enterprise Bid

Percent of Total Minority Business Enterprises Contract _____%

Signature

Title

Date

ST. MARY'S COUNTY PUBLIC SCHOOLS
Purchasing Office
23160 Moakley Street, Suite 107
Leonardtown, MD 20650

Bid Title: **Department of Maintenance – Flooring Abatement at Greenview Knolls and Town Creek Elementary Schools**

Bid No. **SMCPS-2022-M-ACM**

NO BID REPLY FORM

Contractor Information:

Company Name	_____
Address	_____
City, State, Zip Code	_____
Contact Person	_____
Phone	_____
Fax	_____
Email Address	_____

To assist the Purchasing Office of St. Mary's County Public Schools in obtaining competition for bids, we ask that each firm that has received an invitation to bid, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations to bid unless you request removal from the bidder's list by so indicating below. This form can be returned to the Purchasing Office by fax to 301-475-4228.

Contractor Statement:

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We are not able to participate in the bid process at this time. Please keep us on the bidder's list for notification of future opportunities.
- _____ 2. We do not sell the items(s)/service(s) requested in the specifications.
- _____ 3. We do not feel we can be competitive.
- _____ 4. Other:

CONTRACTOR: PLEASE SUBMIT A W-9 FORM IF YOU ARE A NEW CONTRACTOR TO SMCPs